

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

|                               |   |                        |
|-------------------------------|---|------------------------|
| IN RE:                        | ) | CASE NO.: 17-15851-REF |
|                               | ) |                        |
| MICHAEL TURLINGTON, a/k/a     | ) |                        |
| MICHAEL B. TURLINGTON, a/k/a  | ) |                        |
| MICHAEL BERRY TURLINGTON, and | ) |                        |
| JUDITH TURLINGTON, a/k/a      | ) |                        |
| JUDITH VILLANUEVA,            | ) |                        |
| Debtors                       | ) | CHAPTER 13             |

STIPULATION

COME NOW, this 27<sup>th</sup> day of February, 2018, Debtors, Michael Turlington and Judith Turlington, by and through their attorney, John William Sweet, Esquire, and Capital One Auto Finance, a Division of Capital One N.A. ("COAF") by and through its attorney, Mester & Schwartz, P.C., hereby stipulate the following terms of settlement of the Debtors' Motion to Determine Value of Debtor's Vehicle and COAF's Motion for Relief from Automatic Stay:

WHEREAS the Debtors own a 2012 HONDA Civic 4 Cyl. Sedan 4D LX, V.I.N. 2HGFB2F55CH600890 ("vehicle"); and

WHEREAS COAF has a lien on the vehicle; and

WHEREAS the Debtors have filed a Motion to Determine Value of Debtor's Vehicle; and

WHEREAS COAF has filed a Motion for Relief from Automatic Stay; and

WHEREAS the Debtors and COAF seek to resolve both Motions; it is hereby stipulated and agreed that:

1. The value of the 2012 HONDA Civic 4 Cyl. Sedan 4D LX, V.I.N. 2HGFB2F55CH600890 to be paid through the Plan is \$7,614.00.
2. The value of the vehicle shall be paid through the Plan at 5.25% interest for sixty (60) months. The payments will total \$8,673.56 and COAF shall have a total secured claim in that

amount.

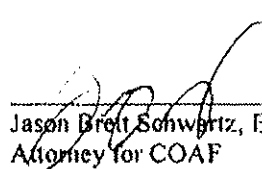
3. The balance of any claim shall be a general unsecured claim.

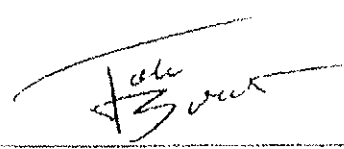
4. COAF shall retain its lien on the Debtors' 2012 HONDA Civic 4 Cyl. Sedan 4D LX until the Debtors complete their Chapter 13 Plan and receive their discharge.

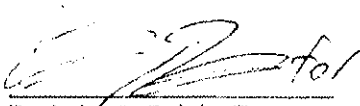
5. In the event Debtors convert to a bankruptcy under any Chapter other than Chapter 13 of the Bankruptcy Code, then Debtors shall pay all pre-petition arrears and post-petition arrears due and owing within fifteen (15) days from the date the case is converted from Chapter 13 to any other Chapter. If Debtors fail to make payment in accordance with this paragraph, then COAF, through counsel, may file a Certification of Default setting forth said failure and COAF shall be granted relief from the automatic stay provisions of Section 362 of the Bankruptcy Code (11 U.S.C. § 362) and COAF is then also free to proceed with exercising its rights and remedies as may be allowed under State and Federal law.

6. This agreement is only binding upon the parties in this instant Chapter 13 case. If not paid in full within this instant Chapter 13 due to dismissal or conversion, this agreement is not binding upon the parties.

7. A faxed signature shall be treated as an original signature for purposes of this Stipulation.

 2/28/18  
Jason Brett Schwartz, Esquire  
Attorney for COAF  
1333 Race Street  
Philadelphia, PA 19107  
(267) 909-9036

  
John William Sweet, Esquire  
Attorney for the Debtors  
North Penn Legal Services  
559 Main Street  
Suite 200  
Bethlehem, PA 18018  
(610) 317-5323

 3/12/18  
Frederick L. Reigle, Trustee  
2901 St. Lawrence Avenue  
P.O. Box 4010  
Reading, PA 19606  
(610) 779-1313

SO ORDERED  
BY THE COURT:

Richard E. Fehling  
U.S. Bankruptcy Judge